

STATE OF MONTANA TERM CONTRACT

Department of Administration
State Procurement Bureau
165 Mitchell Building
PO Box 59620-0135
Helena, MT 59620-0135

Phone: (406) 444-2575 Fax: (406) 444-2529

T.C. # SPB-00-02R
RECORDS STORAGE OVERFLOW

This is a non-exclusive contract.

	FROM	December 1, 2003	CONTRACT YEAR	NEW ()
	TO	November 30, 2004		RENEW (XX)
VENDOR ADDRESS	Mergenthaler Transfer & Storage 1700 National Ave Helena, MT 59601		ORDER ADDRESS	
ATTN:	Karen Stead		ATTN:	
PHONE:	406-443-0307		PHONE:	
FAX:	406-443-0395		FAX:	

Prices: Pricing Spreadsheet

Delivery: See Section 2.1

F.O.B.: Destination

Terms: See Section 1.2

Remarks: This is the third renewal, fifth year of the contract.

	Jeanne Wolf, Contracts Officer	Date: 10/20/03
AUTHORIZED SIGNATURE		

STATE OF MONTANA - TERM CONTRACT

Standard Terms and Conditions

The following standard terms apply unless specifically stated otherwise within the term contract.

REFERENCE TO CONTRACT

The contract (Purchase Order) number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract. Furnish all invoices in triplicate.

SHIPPING

Goods shall be shipped prepaid, F.O.B. Destination. In the event the terms specify F.O.B. Shipping Point, shipping charges will be prepaid and itemized as a separate line item on invoicing. Such shipments shall be via the least expensive way. The State reserves the right to refuse any C.O.D. delivery.

PAYMENT TERM

All payment terms will be computed from the date of delivery of goods OR receipt of a properly executed invoice, whichever is later. The State is allowed 30 days to pay such invoices.

TAX EXEMPTION

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

HAZARDOUS CHEMICAL INFORMATION

The contractor shall provide one set of the appropriate material safety data sheets and container label upon delivery of a hazardous chemical to the user agency. All safety data sheets and labels will be in accordance with the OSHA "Hazard Communication Rule", 29 CFR 1910 and 50-78-101 through 50-78-402 MCA.

VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

NON-DISCRIMINATION

The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Please provide as much advance notice as possible for requests.

The contractor must comply with the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. All hiring for goods and services purchased by this contract must be on the basis of merit and qualifications; there may not be discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

HOLD HARMLESS/INDEMNIFICATION

The contractor agrees to indemnify the state, its officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, goods or rights to intellectual property provided or omissions of services or in any way resulting from the acts or omission of the contractor and/or its agents, employees, subcontractors or its representatives under this agreement, all to the extent of the contractors negligence.

ACCESS AND RETENTION OF RECORDS

The contractor agrees to provide the Department, Legislative Auditor or their authorized agents, access to any records necessary to determine if the contract has been complied with. The contractor agrees to create and retain records supporting the services rendered (or goods delivered) for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or third party.

CONFORMANCE WITH INVITATION FOR BID/PROPOSAL

No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications of the order as established by quotation from the contractor, shall be granted without prior written consent of the State Procurement Bureau. Goods delivered which do not conform to the contract terms, conditions and specifications may be rejected and returned at the contractor's expense.

State agencies will place orders directly with the contractor during regular working hours. Orders may be placed by phone and will be confirmed with a written memo or purchase order. The agency will reference the term contract number on all purchase orders or correspondence pertaining to the contract.

Revised 5/99

1.0 INTRODUCTION

The State of Montana, Department of Administration, State Procurement Bureau (SPB) is extending this Invitation For Bid (IFB) to all qualified firms for placement on a Term Contract (TC) for Records Storage Overflow.

The Secretary of State's Office, Records Management Bureau is responsible for the storage, retention schedules and destruction approval for all State of Montana Records. Currently, the records are stored at a facility in Helena, Montana which has reached capacity. Therefore, the State would like to contract with a company to handle over-flow of the records. All firms wishing to submit a bid must be able to comply with all general requirements as stipulated in Section 1 and specifications outlined in Section 2 of this IFB.

1.1 CONTRACT TERM

The term of this contract will run from December 1, 2003, through November 30, 2004. This is the third renewal, fifth year of the contract.

1.2 CONTRACT RENEWAL

This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be extended in (1) one year intervals for a period not to exceed a total of seven years.

1.3 COOPERATIVE PURCHASING

Under Montana law, local governments and certain non-profit agencies, as defined in Section 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Unless the bidder/proposer objects, in writing, to the State Procurement Bureau prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these local agencies.

1.4 NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

1.5 INSURANCE REQUIREMENTS (Receipt of)

The contractor shall maintain for the duration of the contract, at its cost, primary insurance coverage against claims for injuries to persons or damages to property including contractual liability that may arise from work performed under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or servants.

The contractor must provide a certificate for Commercial General Liability and Commercial Automobile Liability (Occurrence Coverage), to include bodily injury, personal injury and property damage with combined single limits of \$1,000,000 per claim and \$2,000,000 aggregate per year, from an insurer with a Best's Rating of no less than A-.

This certificate MUST name the State of Montana as an additional insured under the contractors' policy including the contractor's general supervision, products, premises and automobiles used.

A Certificate of Insurance, indicating compliance with the required coverages has been filed with the State Procurement Bureau.

1.6 WORKERS COMPENSATION COVERAGE/INDEPENDENT CONTRACTOR

Contractors are required to maintain Workers' Compensation or an Independent Contractors Exemption covering the contractor and/or employees while performing work for the State of Montana in accordance with Section 39-71-120/401/405, MCA. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire contract period.

1.7 TERM CONTRACT USAGE REPORTS

Term contract holder(s) shall furnish annual reports of term contract usage. Each report shall contain the product description, total quantity sold of each item, total dollars expended, and the name of the agency purchasing the item. The first report for this term contract will be due July 15, 2000.

Reported volumes and dollar totals may be checked by the State Procurement Bureau against State records for verification. Failure to provide timely or accurate reports is justification for cancellation of the contract and/or suspension and/or removal of the vendor's name from the State vendors list.

1.8 PROCUREMENT CARD

The State of Montana has implemented a Procurement Card (GE MasterCard) Program to give agencies the ability to charge purchases made from these contracts. The State of Montana prefers this method of payment.

2.0 SPECIFICATIONS

The contractor will be required to provide a secure facility, delivery services, shredding services, and be able to set up multiple accounts for individual agencies. The State of Montana makes no guarantee of usage and has no estimate available. Most boxes utilized for storage of records will be secured through the Records Management Bureau and will consist of three standard sizes of ½ cubic foot, 1 cubic foot and Map Size. It is incumbent upon the contractor to either accept "non standard" size containers or to calculate a separate charge.

2.1 PROCESS & APPROVALS

Upon receiving a request from an ordering agency, the contractor will verify with the Records Management Bureau the placement of the containers and/or all destruction orders with an approved RM5/Disposal Request. Failure to receive permission for placement and/or destruction orders will be considered cause for cancellation of this TC.

2.2 FACILITY

The contractor **MUST** have a secure facility located in Helena Montana. A tour of the facility will be required prior to contract award. The facility must be equipped with the following features:

- ü Smoke and Heat detectors
- ü Sprinkler system
- ü Motion detector
- ü Alarm system
- ü Secure Area large enough to handle 7,500 cubic feet of storage in one year
- ü Fire Safety procedures must be in place
- ü Personnel Security system must be in place

2.3 PERSONNEL

The contractor must demonstrate to the State that the facility has security measures in place to protect the confidential nature of the records being stored. All employees assigned to the Records Storage Contract must at a minimum be:

- ü Bonded
- ü Have background checks performed
- ü Sign confidentiality agreements with the contractor

2.4 PRICING SCHEDULE

The State will require a pricing schedule for the services listed below. These figures are to be used on a per box cost. The State will accept/allow price quantity discounts based on volume.

SCHEDULE A

Section 2.4				
<i>Record Storage Overview - Pricing Schedule</i>				
Storage of a cubic foot container:	\$0.21	<i>per box/per mth.</i>		
Storage of a 1/2 cubic foot container:	\$0.15	<i>per box/per mth.</i>		
Storage of a Map Size container:	\$0.25	<i>per box/per mth.</i>		
Pickup or Delivery of a cubic foot container:	\$4.00	<i>per stop</i>		
Retrieval (all size containers):	\$0.70	<i>per box</i>		
Re-file (all size containers):	\$0.70	<i>per box</i>		
Destruction / Shredding of cubic foot container:	0-29 boxes	30-57 boxes	58-85 boxes	86 + Boxes
* average cubic foot box weight = 35 lbs.	\$4.90	\$4.55	\$4.20	\$3.85
Destruction / Shredding of 1/2 cubic foot container:	0-66 Boxes	67-133 Boxes	133-200 Boxes	201 + Boxes
* average 1/2 cubic foot box weight = 15 lbs.	\$2.10	\$1.95	\$1.80	\$1.65
Destruction / Shredding of Map Size container:	0-22 Boxes	23-44 Boxes	45-67 Boxes	68 + Boxes
* average Map Size container weight = 45 lbs.	\$6.30	\$5.85	\$5.40	\$4.95
Access / Account Set-Up Charges per container:	W/O Software	With Software		
* per box charge - discount for using software purchased from vendor	\$0.75	\$0.50	<i>per box</i>	
* note: these fees are to include initial accounting and /or recording of the boxes, set-up, of individual agency account, computer or database input, invoicing, reporting)				
List any additional services and associated charges below:				
Retention - Oversized Boxes (any non cubic ft, 1/2 cubic ft, or map size boxes):	\$0.21	<i>per cubic ft.</i>		
Vault Retention - 4mm Cartridge Boxes:	\$2.00	<i>per box/per mth.</i>		
Vault Retention - 8mm Cartridge Boxes:	\$2.50	<i>per box/per mth.</i>		
Vault Retention - Cubic Foot:	\$2.50	<i>per cubic foot</i>		
Services - File Retrieval:	\$0.90	<i>per file</i>		
Services - File Refile / Interfile:	\$0.90	<i>per file</i>		
Services - File Search - Unsuccessful:	\$0.75	<i>per file</i>		
Services - Permanent Withdrawal:	\$1.25	<i>per box</i>		

RECORDS STORAGE OVERFLOW

Services - Transportation (Over Pickup / Delivery Limit):	\$0.25	<i>per box</i>		
Services - Transportation (Priority Pickup / Delivery):	\$15.00	<i>per stop</i>		
Services - Transportation (Emergency Pickup / Delivery):	\$35.00	<i>per stop</i>		
Services - Transportation (Extra Stops):	\$2.00	<i>per stop</i>		
Software - MiniKeeper 6.0 for Windows 95/98 + Software:	\$800.00	<i>per program</i>		
Software - InfoKeeper Access / Database Startup (one time only charge):	\$250.00	<i>per program</i>		
Software - InfoKeeper Database Maintenance Charge - Web Server Storage:	\$0.01	<i>per 1000 bytes</i>		
Special Projects - Data Search:	\$20.00	<i>per hour</i>		
Special Projects - MRM Staff Organization / Troubleshooting, etc.:	\$20.00	<i>per hour</i>		
Special Projects - Special Reports:	\$0.30	<i>per page</i>		
Special Projects - Photo / Fax Copy:	\$0.50	<i>per page</i>		
Special Projects - Telephone Read:	\$1.50	<i>per page</i>		
Special Projects - Mail / Ship Out:	\$8.00	<i>per item</i>		